

**The U.S. General Services Administration invites you to bid
on this valuable property!**

Vaca Ridge

This Property is located in Northern California along the ridge of Mount Vaca in Napa and Solano Counties. The Property is approximately 36.30 acres and is unimproved.

Auction Summary

Sale Type: **Online Auction**

Start Date: **October 8, 2008**

End Date: **Based on Bidding**

Suggested Opening Bid: **\$ 100,000**

Registration Deposit: **\$ 25,000**

Bid Increments: **\$ 20,000**

Send Bid Form and Registration Deposit to:

U.S. General Services Administration
Office of Real Property Disposal (9PR)
450 Golden Gate Ave., 4th Floor East
San Francisco, CA 94102-3434
Attn: Charlene Larson, Realty Officer

Property Disposal Web Page:

<https://propertydisposal.gsa.gov>

Click on California to view and download
Property Sales information

Inspection Opportunities:

Tuesday – October 7 and 21, 2008
Wednesday – October 8 and 22, 2008

For more sales information contact:

Charlene Larson
1-888-472-5263 (GSA-LAND), ext. 3438
e-mail: charlene.larson@gsa.gov

Monica Pech
1-888-472-5263 (GSA-LAND), ext. 3261
e-mail: monica.pech@gsa.gov

Online Auction:

www.auctionrp.com

Register and submit your bid

Property Code 119

Online Auction Assistance:

Gina Arias-Arrieta
1-888-472-5263 (GSA-LAND), ext. 3431
e-mail: gina.arias-arrieta@gsa.gov

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PROPERTY DESCRIPTION

1. LOCATION AND SETTING

The 36.30 +/- acre site, formerly known as the Navy Radio Relay Station, Mt. Vaca; "the Property", herein called Vaca Ridge, is located atop Mount Vaca in Northern California. Latitude is 38.400537 and Longitude is -122.106003.

The Property sits at ridgeline and slopes steeply to the east and west in a remote area atop Mount Vaca. The Property is located within Solano and Napa Counties just west of the town of Vacaville. The Property is unimproved and is surrounded by properties that are mostly undeveloped or have communication towers or equipment in place.

The Property is approximately 63 miles northeast of downtown San Francisco and approximately 45 miles southwest of Sacramento. The Property is approximately 12 miles west of Interstate 80.

2. LEGAL DESCRIPTION

The legal description for the Property can be found in Exhibit A on page 13. Exhibit A will be included in the Quitclaim Deed to be recorded in Solano County by the successful purchaser. There will be two Quitclaim Deeds at closing. The legal description for Napa County is substantially similar to Exhibit A and will be provided upon request.

Since the property is located within both Napa and Solano counties, the Quitclaim deeds will be required to be recorded in both counties by the purchaser.

3. EXCLUDED PARCELS

Two parcels of land, totaling approximately .80 acres, are located within the boundary of the original Navy Radio Relay Station site and are not included as part of the Property for sale. The State of California property known as Parcel 1081A contains approximately .21 acres and the Federal Aviation Administration site contains approximately .59 acres as well as an access easement. These parcels are shown on the plat map located on the inside front cover.

4. ASSESSOR'S PARCEL NUMBER

The Property is located within two counties; therefore there are two separate assessor parcel numbers (APNs).

Solano County – APN 121-010-010
Napa County – APN 033-200-001

5. EASEMENTS, ENCROACHMENTS AND RESERVATIONS

The Property will be sold subject to any and all covenants, reservations, easements, restrictions, encroachments, and rights, recorded or unrecorded, in favor of third parties, for highways, streets, power lines, telephone lines and equipment, pipelines, drainage, sewer and water mains and lines, public utilities, public roads, and other rights-of-way, and the easements, reservations, rights and covenants reserved by the Grantor herein.

A road, known as Blue Ridge Road on Solano County's Assessors Map Bk 121, Pg 01, crosses the Property. However, access to this road has been blocked by neighboring properties. The United States has taken no action to gain access to the road and will not do so on behalf of Bidders or Purchaser.

6. ACCESS

Access to the Property was acquired by the United States through non-exclusive easements, which will be conveyed and retained by the United States (Exhibit A). Bidders are invited, urged, and cautioned to review the granting documents for these easements. Contact Charlene Larson at 415-522-3438 or Monica Pech 415-522-3261 to inspect the documents.

7. UTILITY

Procurement of utility service shall be the responsibility of the Purchaser. Bidders are urged to contact the utility providers below for information on the availability of utilities. Water and sewer are not available.

Electric - Pacific Gas and Electric 800-468-4753

GENERAL TERMS OF SALE

1. INVITATION FOR BIDS

The term "Invitation for Bids" ("IFB") as used herein refers to the foregoing IFB and its Property Description, General Terms of Sale, Important Instructions to Bidders, Notices and Covenants, Bidder Registration and Bid Form for Purchase of Government Property and Exhibits, all of which are attached to this IFB and made a part hereof, and as may be modified and supplemented by any addenda or amendments that may be issued by the Government prior to the conclusion of the online auction.

2. DESCRIPTION PROVIDED IN IFB

The description of the Property set forth in the IFB and any other information provided therein with respect to said Property are based on the best information available to the U. S. General Services Administration, Property Disposal Division and are believed to be correct. Any error or omission, including but not limited to, the omission of any information available to the agency having custody over the Property and/or any other Federal agency, shall NOT constitute grounds or reason for nonperformance of the contract of sale, or claim by purchaser for allowance, refund or deduction from the purchase price.

3. INSPECTION

Inspection of the Property is the sole responsibility of the bidder. Bidders are invited, urged, and cautioned to inspect the Property prior to submitting a bid. The failure of any bidder to inspect, or to be fully informed as to the condition of all or any portion of the Property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid after the bid opening or auction.

Scheduled inspection opportunities are listed below. **Authorized access will be provided by a U.S. General Services Administration representative.** Inspections will be held at 9:00 am or 1:00 pm on the days listed. Please call at least 48 hours ahead to schedule your inspection time. You will receive meeting location information once we confirm your scheduled inspection time.

Inspection Opportunities:

Tuesday – October 7 and 21, 2008
Wednesday – October 8 and 22, 2008

Please contact:
Charlene Larson at 415-522-3438 or
Monica Pech at 415-522-3261

4. CONDITION OF PROPERTY

The Property is offered for sale and will be sold "AS IS" and "WHERE IS" without representation, warranty, or guaranty as to quantity, quality, title, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose for which intended, and claim(s) for any allowance or deduction upon such grounds will NOT be considered.

5. ZONING

The Property is subject to the jurisdiction of both Solano and Napa Counties Planning Offices. The Property is zoned Watershed (W160) in Solano County and Agricultural Watershed (AW) in Napa County. Verification of the present zoning and determination of permitted uses thereunder, along with compliance of the Property for present or proposed future use shall be the responsibility of the bidder and the Government makes no representation in regard thereto. The Government does not guarantee that any zoning information is necessarily accurate or will remain unchanged. Any inaccuracies or changes in the zoning information shall NOT be cause for adjustment or rescission of any contract resulting from this IFB.

For more information, please contact the Planning Office for:

Solano County: 707-784-6765
Napa County: 707-253-4417

6. CONTRACT

The IFB and the bid, when accepted by the Government shall constitute an agreement for sale between the successful bidder ("Purchaser") and the Government. Such

agreement shall constitute the whole contract to be succeeded only by the formal instruments of transfer, unless modified in writing and signed by both parties. No oral statements or representations made by, or for, or on behalf of either party shall be a part of such contract, nor shall the contract or any interest therein, be transferred or assigned by the Purchaser without the consent of the Government. Any assignment transaction without such consent shall be void.

7. TAXES AND CLOSING COSTS

As of the date of conveyance of the Property, the Purchaser shall assume responsibility for all general and special real and personal property taxes which may have been or may be assessed on the Property, and to prorate sums paid, or due to be paid, by the Government in lieu of taxes.

All closing costs, including escrow and financing fees, shall be borne solely by the Purchaser.

8. RISK OF LOSS

a) As of the date of conveyance, the Purchaser shall assume responsibility for care and handling and all risks of loss or damage to the Property and have all obligations and liabilities of ownership.

b) In the event of a major loss or damage to the Property as a result of fire or other cause during the period of time between acceptance of the bid by the Government and date of conveyance, such loss or damage shall NOT be considered grounds for invalidating the contract of sale or reduction of the purchase price.

9. REVOCATION OF BID AND DEFAULT

In the event of revocation of a bid after the opening of bids, but prior to acceptance, or in the event of revocation of a bid after notice of acceptance, or in the event of any default by the Purchaser in the performance of the contract of sale created by such acceptance, or in the event of failure by the Purchaser to consummate the transaction, the deposit, together with any payments subsequently made on account, may be forfeited at the option of the Government, in which event the Purchaser shall be relieved from further liability, or without forfeiting the said deposit and payments, the Government may

avail itself of any legal or equitable rights which it may have under the bid or contract of sale.

10. GOVERNMENT LIABILITY

If the Bid for Purchase of Government Property is accepted by the Government and a) the Government fails for any reason to perform its obligations as set forth herein; or b) Title does not transfer or vest in the Purchaser for any reason, although Purchaser is ready, willing, and able to close, the Government shall promptly refund to Purchaser all amounts of money Purchaser has paid, without interest, whereupon the Government shall have no further liability to Purchaser.

11. TITLE EVIDENCE

Any bidder, at its sole cost and expense, may procure any title evidence that the said bidder desires. The Government will, however, cooperate with the Purchaser or his authorized agent in this connection, and will permit examination and inspection of such deeds, abstracts, affidavits of title, judgments in condemnation proceedings, or other documents relating to the title of the premises and property involved, as it may have available. It is understood that the Government will not be obligated to pay for any expense incurred in connection with title matters or survey of the Property.

12. TITLE

If a bid for the purchase of the Property is accepted, a Quitclaim Deed will convey the Government's interest. The Government does not pay for title insurance but the Purchaser is encouraged to acquire a title insurance policy from a local title company.

13. TENDER OF PAYMENT AND DELIVERY OF INSTRUMENT OF CONVEYANCE

The Government shall set a sale closing date of sixty (60) calendar days after acceptance of the bid. Upon agreement by the Government, the Purchaser may close the transaction prior to the sixty (60) calendar day period.

Prior to closing, the Purchaser may open an escrow account with an independent, unaffiliated

local escrow company to handle the closing. The Government does not mandate use of a particular escrow company. All closing costs, including escrow and financing fees, shall be borne solely by the Purchaser. As part of the closing the Government will provide escrow instructions to the Escrow Holder regarding the recording, disposition of proceeds and related matters.

On the closing date, the Purchaser shall tender to the Government (or to the Escrow Holder) the balance of the purchase price. Upon such tender being made by the Purchaser, the Government shall deliver to the Purchaser the instrument, or instruments, of conveyance.

The Government reserves the right to extend the closing date for a reasonable amount of time for purposes of preparing necessary conveyance documents.

14. DELAYED CLOSING

Any change to the established closing date is subject to the written approval by the Government. The Government reserves the right to refuse a request for extension of closing. However, if the Government grants an extension, the Purchaser shall pay interest on the outstanding balance of the purchase price if the closing of the sale is delayed, and the delay is caused, directly or indirectly, by the Purchaser's action and not by any action on the part of the Government. The interest rate shall be computed based on the yield of 10-year United States Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.15" plus 1-1/2% rounded to the nearest one-eighth percent (1/8%) as of the date of bid acceptance. The Government may impose additional terms and conditions to grant an extension.

15. SALE AND CONVEYANCE

The sale and conveyance of the Property shall be made subject to the following:

- a) All covenants, easements, reservations, restrictions, encumbrances and encroachments, whether of record or not.
- b) Any statement of facts which a physical inspection and accurate survey of the Property may disclose.

16. DOCUMENTARY STAMPS AND COST OF RECORDING

The Purchaser shall pay all taxes and fees imposed on this transaction and shall obtain at Purchaser's own expense and affix to all instruments of conveyance and security documents such revenue and documentary stamps as may be required by Federal and local law.

All instruments of conveyance and security documents shall be placed on record in the manner prescribed by local recording statutes at the Purchaser's expense.

Since the property is located within both Napa and Solano counties, the Quitclaim deeds, including the Property's legal description, will be required to be recorded in both counties by the purchaser.

A conformed copy of each recorded Quitclaim Deed from Solano and Napa Counties shall be provided by the Purchaser to GSA, within five (5) business days after recording, to the following address:

GSA Office of Real Property Disposal (9PR)
450 Golden Gate Avenue, 4th Floor East
San Francisco, California 94102-3434
Attn: Charlene Larson, Realty Specialist

17. OFFICIALS NOT TO BENEFIT

No member or delegate to the Congress, or resident commissioner shall be admitted to any share or part of the contract of sale or to any benefit that may arise there from, but this provision shall not be construed to extend to the contract of sale if made with a corporation for its general benefit. U.S. General Services Administration employees are prohibited from bidding on the Property offered in the IFB.

18. ADDITIONAL INFORMATION

GSA, at the address given in this IFB, will upon request, provide additional copies of this IFB and answer requests for additional available information concerning the Property offered to facilitate preparation of bids. Each bid shall be deemed to have been made with full knowledge of all terms conditions, and requirements

contained in this IFB and any amendments made thereto prior to bid acceptance.

19. WAIVER OF INFORMALITIES OR IRREGULARITIES

The Government may, at its election, waive any minor informality or irregularity in bids received.



View from the top of Vaca Ridge looking west

IMPORTANT INSTRUCTIONS TO BIDDERS

1. AUCTION START DATE

The auction opens on **Wednesday, October 8, 2008 at 9:00 am** (Pacific Time).

2. TYPE OF SALE

This sale will be an online auction conducted at www.auctionrp.com and by submission of initial written bids by mail. The auction will be conducted over a period of several weeks as determined by bid activity. The date for receipt of final bids will be announced at www.auctionrp.com, with at least three business days prior notice (see Paragraph 10, Call for Final Bids). The auction may continue beyond that date as long as bidders are willing to submit higher bids. Thus, the bidders determine when the sale closes by their bidding activity.

3. TERMS OF SALE

Bids to purchase must be on an ALL CASH basis only. Buyers are expected to arrange their own financing and to pay the balance in full by the closing date. No Government credit terms are available. GSA has no information on the availability of private financing or on the suitability of this Property for financing.

4. SUGGESTED OPENING BID

The suggested opening bid is One Hundred Thousand Dollars (\$100,000.00). The suggested opening bid amount does not represent the value of the Property but rather provides a reasonable starting point for the online auction. The Government seeks to obtain fair market value for the Property and reserves the right to reject any and all bids.

5. BIDDER REGISTRATION

a) Bidder registration is a three-step process:

(1) An interested bidder should register online at www.auctionrp.com.

(2) Bidders must complete and submit the official Bid Form titled "Bidder Registration and Bid Form for Purchase of Government Property" accompanying this IFB. All information and

certification requested thereon must be provided. Bidder registration and bids submitted which fail to furnish all information or certifications required may be summarily rejected. Additional bid forms are available upon request or you may photocopy the form in this IFB. The Bidder Registration and Bid Form should be filled out legibly with all erasures, strikeouts and corrections initialed by the person signing the bid. The Bid Form must be signed and dated.

(3) A registration deposit in the amount of Twenty-Five Thousand Dollars (\$25,000.00) must accompany your Bidder Registration and Bid Form in the form of a cashier's check, certified check or credit card (Visa or MasterCard). Personal or company checks are NOT acceptable and will be returned to the sender. Checks must be made payable to: "U.S. General Services Administration."

Deposits by credit card may be initiated over the Internet by following the instructions at www.auctionrp.com. Bidders must also complete, sign and submit the enclosed Registration Deposit by Credit Card form along with the Bidder Registration and Bid Form to be authorized to bid.

Only upon verification of your registration deposit, will you be allowed to bid. All Registration Deposits received will be deposited with the U.S. Treasury, in a non-interest bearing account, immediately upon receipt.

b) To register to bid and if you are prepared to make an initial written bid, please complete the enclosed Bidder Registration and Bid Form for Purchase of Government Property and send, along with the required Registration Deposit, to:

GSA Office of Real Property Disposal (9PR)
450 Golden Gate Avenue, 4th Floor East
San Francisco, California 94102-3434
Attn: Charlene Larson, Realty Officer

Your initial written bid is a binding offer.

c) It is the responsibility of the bidder to ensure that adequate time is available to complete the registration process as described above. The Government makes no representation or

guarantee that any additional assistance or time will be provided to complete the registration process. No bidder will be allowed to participate in the sale until the entire registration process is complete.

d) Registration may occur anytime prior to the conclusion of the auction. However, the Government makes no representation or guarantee that your registration will be completed prior to the announced date and time for the receipt of final bids. Therefore, bidders are encouraged to register as soon as the auction opens. A bid made online will supersede a written bid of an equal or **lesser** amount. An initial written bid may be posted ONLINE by the auction manager, if the auction manager has issued a call for final bids, **and** the written bid has not been posted ONLINE by the registered bidder, and the written bid is higher than the current high bid.

6. USER IDENTIFICATION AND PASSWORD

User Identification ("ID") and Password are used to register online and to place bids online. When you register online, you will be required to assign your own User ID (limited to eight [8] characters). The required password must be at least eight [8] characters and must include: a) one letter, b) one number, and c) one special character such as: ! @ # \$ % ^ & * (). Since the User ID is used to publicly identify bids, and for your privacy, we strongly encourage you to create your User ID in a manner that protects you or your company's identity. The User ID number will be used to identify the bidders at www.auctionrp.com. In the event you forget your User ID and/or password or locked out from the system, it is your responsibility to contact GSA, during normal business hours, to obtain assistance.

7. BIDDING IN GENERAL

a) Registered bidders may increase their initial written bids, or place an initial online bid by following the instructions at www.auctionrp.com. By submitting your bid through www.auctionrp.com, you agree that your bid is a binding offer. You will be legally obligated for your initial written bid and any and all bids submitted using your User ID and password.

b) Bids must be submitted without contingencies.

c) Bids by mail that are not submitted on GSA forms will be rejected.

8. DAILY BIDDING RESULTS

Bidders are strongly encouraged to monitor bidding activity at www.auctionrp.com. New bids and auction closing information will be posted to this site. The online auction site is updated immediately when new bids are received. Bidders may also review the Property information at propertydisposal.gsa.gov.

Bidders will be notified via www.auctionrp.com when bidding will be closed. If your bid is not accurately shown on the web page, then you should call GSA at 1-888- 472-5263 (GSA-LAND), ext. 3431 or ext. 3438. Bidders are urged to pay close attention to www.auctionrp.com which will contain new, revised, and useful information regarding the high bid, modification to bid increment and the closing date of the auction.

9. INCREASING YOUR BID

If you learn from the auction web page that your bid was not the high bid, or if another bidder exceeds your previously high bid, you may increase your bid until such time as bidding is closed. Increases in previously submitted bids are welcome and your registration deposit will apply to subsequent increased bids. All increased bids must be made online. Increased bids must be at least Twenty-Thousand Dollars (\$20,000.00) more than the previous high bid in order to be considered. The Government reserves the right to modify the bid increment at any time prior to the close of the sale. To increase a previously submitted initial written bid, bidders must bid online at www.auctionrp.com. In the event that two bids of equal value are received via U.S. Mail or online, the first bid received will be recognized.

10. CALL FOR FINAL BIDS

The Government will announce a date for the receipt of final bids. That date will be announced at www.auctionrp.com. On that date, if no increased bid is received between 12:00 a.m. and 3:00 p.m. Pacific Time, then bidding will

close at 3:00 p.m. and consideration will be given to selling the Property to the high bidder. If an increased bid is received between 12:00 a.m. and 3:00 p.m. Pacific Time on that announced date, then bidding will be continued over until the next business day, excluding Federal holidays and weekends, on the same terms. Eventually, no one will outbid the high bidder and bidding will close at 3:00 p.m. Pacific Time on that day. There is no advantage to waiting until the last minute to bid.

11. CONTINUING OFFERS

Each bid received shall be deemed to be a continuing offer for ninety (90) calendar days after the date of the final bid submittal by a bidder until the bid is accepted or rejected by the Government.

If the Government desires to accept any bid after the expiration of the ninety (90) calendar days, the consent of the bidder shall be obtained prior to such expiration.

12. ACCEPTABLE BID

An acceptable bid is one received from a responsible bidder, whose bid, conforming to this IFB, will be most advantageous to the Government, price and other factors considered.

13. NOTICE OF ACCEPTANCE OR REJECTION

Notice by the Government of acceptance or rejection of the bid shall be deemed to have been sufficiently given when faxed or mailed to the bidder or their duly authorized representative at the fax/phone number or address indicated in the bid. The processing of a bid deposit by the Government shall not, in itself, constitute acceptance of the bidder's offer. The Government reserves the right to reject any or all bids or portions thereof for any reason.

14. HIGH BIDDER DETERMINATION

Once bidding stops and the high bid is confirmed, the high bid will be considered for acceptance. There is no guarantee that the Government will accept the high bid.

15. AUCTION SUSPENSION

The Government reserves the right to temporarily suspend or stop the auction for any reason without award and resume the auction or start a new auction at any time. In the event of a temporary suspension due to technical problems or other bidding issues, the Government will determine the high bidder and the high bid amount re-open bidding and allow the auction to proceed according to the bidding terms described herein.

16. TEN PERCENT BID DEPOSIT, TRANSACTION CLOSING AND REFUND OF REGISTRATION DEPOSITS

a) Within ten (10) calendar days of acceptance of a bid by the Government, the Purchaser agrees to deposit an additional amount in the form of a certified check or cashier's check, if any, which when added to the Registration Deposit, will equal at least ten percent (10%) of the amount bid. Failure to provide such bid deposit shall require rejection of the bid.

b) Upon acceptance of a bid, the appropriate bid deposit shall be applied towards payment of the Purchaser's obligation to the Government. The full balance of the purchase price in the form of a certified check, cashier's check or electronic wire transfer is payable within sixty (60) calendar days after acceptance of bid. At the time of closing, all cash money paid by the Purchaser will be credited, without interest, toward the total purchase price.

c) Appropriate Registration Deposits accompanying bids that are rejected will be refunded to bidders without interest. Bidders may elect to receive the refund by U.S. Treasury check or by an electronic transfer of funds. Bidders will be required to provide GSA with a Taxpayer Identification Number (TIN) to ensure the proper refund of the Registration Deposit by the U.S. Treasury. The TIN may be either a Social Security Number (SSN) or an Employer Identification Number. The use of an individual's SSN will be collected only for the proper refund of the Registration Deposit.

d) Registration Deposits received from the two highest bidders will be held as stipulated in Paragraph 17, Back-up Bidder. All other

Registration Deposits will be processed for refunds after the last day of the auction or upon written request to withdraw from the auction unless the bidder is the first or second highest bidder. Refunds will be processed timely but will require several weeks to complete the process.

17. BACK-UP BIDDER

The second-highest bidder will be the backup bidder. If the high bidder is unable to consummate the transaction, the second highest bidder's bid may then be considered for award. The backup bidder's Registration Deposit will be retained, without interest, until the first high bidder has increased their initial Registration Deposit to the required ten percent (10%) of the purchase price. Subsequently the Registration Deposit of the second-high bidder will be refunded by U.S. Treasury check or by an electronic transfer of funds thereafter. In the event that the Government is unable to make an award to the highest or second-highest bidder, the Government reserves the right to negotiate with the remaining bidders and make an award that is in the best interest of the Government.

18. ONLINE BIDDING

The Government will not be responsible for any failure attributable to the inability to transmit a bid, the transmission or receipt of an online bid, including, but not limited to the following:

- a) Receipt of a garbled or incomplete bid.
- b) Availability or condition of the sending or receiving electronic equipment.
- c) Incompatibility between the sending and receiving equipment and software.
- d) Malfunctioning of any network, computer hardware or software.
- e) Delay in transmission or receipt of a bid.

- f) Failure of bidder to properly identify the bid.
- g) Security of bid data.
- h) Inability of bidder to enter bid. For example: due to lost or forgotten password or system lock due to login repeated failures, etc.

If your bid is not accurately shown or you can not enter a bid at www.auctionrp.com then you should call GSA at 1-888-472-5263 (GSA-LAND) ext. 3431 or ext. 3438 for assistance.

19. BID EXECUTED ON BEHALF OF BIDDER

a) A bid executed by an attorney or agent on behalf of the bidder shall be accompanied by an authenticated copy of their Power of Attorney or other evidence of their authority to act on behalf of the bidder.

b) If the bidder is a corporation, the Certificate of Corporate Bidder must be executed. The certificate must be executed under the corporate seal by some duly authorized officer of the corporation other than the officer signing the bid. In lieu of the Certificate of Corporate Bidder, there may be attached to the bid, copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

c) If the bidder is a partnership, and all partners sign the bid, with a notation that they are all general partners, the Government will not ordinarily require any further proof of the existence of the partnership. If all the partners do not sign the bid, then the names of all those except limited partners must be furnished on the bid and the Government, in its discretion, may require evidence of the authority of the signer(s) to execute the bid on behalf of the partnership.

NOTICES AND COVENANTS

The following Notice and Covenants will be inserted in the Quitclaim Deed.

1. HAZARDOUS SUBSTANCE NOTIFICATION

A. NOTICE Regarding Hazardous Substance Activity. Pursuant to 40 CFR 373.2 and Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA) (42 U.S.C. §9620(h)(3)(A)(i)), and based upon a complete search of agency files, the United States gives notice that no hazardous substances have been released or disposed of or stored for one year or more on the Property.

B. CERCLA Covenant. Grantor warrants that all remedial action necessary to protect human health and the environment has been taken before the date of this conveyance. Grantor warrants that it shall take any additional response action found to be necessary after the date of this conveyance regarding hazardous substances located on the Property on the date of this conveyance.

1) This covenant shall not apply:

(a) in any case in which Grantee, its successor(s) or assign(s), or any successor in interest to the Property or part thereof is a Potentially Responsible Party (PRP) with respect to the Property immediately prior to the date of this conveyance; OR

(b) to the extent that such additional response action or part thereof found to be necessary is the result of an act or failure to act of the Grantee, its successor(s) or assign(s), or any party in possession after the date of this conveyance that either:

(i) results in a release or threatened release of a hazardous substance that was not located on the Property on the date of this conveyance; OR

(ii) causes or exacerbates the release or threatened release of a hazardous substance the existence and

location of which was known and identified to the

(iii) applicable regulatory authority as of the date of this conveyance.

2) In the event Grantee, its successor(s) or assign(s), seeks to have Grantor conduct any additional response action, and, as a condition precedent to Grantor incurring any additional cleanup obligation or related expenses, the Grantee, its successor(s) or assign(s), shall provide Grantor at least 45 days written notice of such a claim. In order for the 45-day period to commence, such notice must include credible evidence that:

(a) the associated contamination existed prior to the date of this conveyance; and

(b) the need to conduct any additional response action or part thereof was not the result of any act or failure to act by the Grantee, its successor(s) or assign(s), or any party in possession.

C. ACCESS. Grantor reserves a right of access to all portions of the Property for environmental investigation, remediation or other corrective action. This reservation includes the right of access to and use of available utilities at reasonable cost to Grantor. These rights shall be exercisable in any case in which a remedial action, response action or corrective action is found to be necessary after the date of this conveyance, or in which access is necessary to carry out a remedial action, response action, or corrective action on adjoining property. Pursuant to this reservation, the United States of America, and its respective officers, agents, employees, contractors and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the Property and conduct investigations and surveys, to include drilling, test-pitting, borings, data and records compilation and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary, including but not limited to the installation and operation of monitoring wells, pumping wells, and treatment facilities. Any such entry, including such activities, responses or remedial actions, shall be coordinated with record title owner and shall be performed in a

manner that minimizes interruption with activities of authorized occupants.

2. FEDERAL AVIATION ADMINISTRATION

The Federal Aviation Administration (FAA) has been apprised of the proposed disposal of the Property and since the Property is within six (6) nautical miles of an airport the Government's quitclaim deed shall contain a provision that will stipulate that the Grantee, its successors and assigns and every successor in interest to the Property, or any part thereof, acknowledge that they may be prohibited from allowing any construction or alteration on the Property unless a determination of no hazard to air navigation is issued by FAA in accordance with 14 CFR Part

77, "Objects Affecting Navigable Airspace," or under the authority of the Federal Aviation Act of 1958, as amended.

Additionally, an FAA Radar Communication Link (RCL) is located on Parcel 2 of the excluded parcels described on page 14 herein. The FAA will require that prior to any new construction on the Property, (to prevent any interference with the FAA RCL site), the Property owner(s) is required to file "Obstruction Evaluation (OE) Airport Airspace Analysis", and obtain prior approval from FAA. The e-file 7460 on-line can be obtained at <http://oeaa.faa.gov> and Property owner(s) should register for electronic notification of public OE notices.



View from the top of Vaca Ridge looking Northwest

LEGAL DESCRIPTION

“Exhibit A”

This legal description will be included in the Quitclaim Deed to be recorded in Solano County. The legal description for Napa County is substantially similar will be provided upon request and at closing.

Solano County Assessor No. : 121-010-010 (Portion)

All that real property situated in Lot 4, Section 5, Township 6 North, Range 2 West, Mt. Diablo Meridian, in the County of Solano, State of California, described as follows:

BEGINNING at a point, said point being the North quarter corner of said Section 5 and also the Northwest corner of Lot 4, said Section 5;

Thence easterly along the northerly line of said Lot 4, 1,320 feet, more or less, to the Northeast corner thereof;

Thence Southerly 466 feet along the easterly line of said Lot 4 to a point 900 feet northerly from the Southeast corner of said Lot 4;

Thence westerly parallel to the northerly line of said Lot 4 a distance of 350 feet to a point; Thence Southeasterly 934.05 feet to a point on the southerly line of said Lot 4, said point being 100 feet westerly of the Southeast corner of said Lot 4;

Thence westerly along the southerly line of said Lot 4 to the Southwest corner thereof; Thence northerly along the westerly line of said Lot 4, a distance of 1397 feet, more or less, to the POINT OF BEGINNING.

Said land being the same as described in that document recorded April 4, 1952 in Book 626 Page 358 of Official Records, in the office of the county recorder, Solano County.

Excepting therefrom, any portion thereof lying within Napa County.

Containing 37.10 acres, more or less.

Together with a non-exclusive easement for access to and from the above parcel by means of an existing road within a strip of land fifty feet wide as described in those documents recorded March 14, 1952 in Book 383 Page 403, Official Records, in the office of the county recorder, Napa County, and May 15, 1952 in Book 622 Page 337, Official Records, in the office of the county recorder, Solano County.

SUBJECT TO rights of way, covenants, restrictions, reservations, and easements now existing or of record.

EXCEPTING therefrom the following described parcels:

Exception Parcel 1081A

A portion of the Northwest quarter (1/4) of the Northeast quarter (1/4) of Section 5, Township 6 North, Range 2 West, Mount Diablo Base and Meridian, in the County of Solano, State of California, described as follows:

Commencing at the north quarter corner of said Section 5 and running thence

South 24°41'20" East 1212.73 feet to a one-inch iron pipe;

Thence North 1°30'35" East 144.53 feet to a steel pipe fence post at the most westerly corner of a chain link fence enclosing the U.S. Army Mt. Vaca Radio Relay installation;

Thence North 52°03'10" West 20.00 feet to the TRUE POINT OF BEGINNING;

Thence North 37°56'50" East 90.00 feet parallel with said chain link fence;

Thence North 52°03'10" West 100.00 feet;

Thence South 37°56'50" West 90.00 feet;

Thence South 52°03'10" East 100.00 feet to the TRUE POINT OF BEGINNING.

Said land being the same as described in that document recorded April 22, 1968 in Book 1504 Page 321 of Official Records, in the office of the county recorder, Solano County.

Together with that 50 foot wide non-exclusive access easement as described in said document recorded in Book 1504 Page 321 of Official Records.

Containing 9,000 square feet, more or less.

PARCEL 1 - U.S. Navy Communication Site

A portion of the northeast one-quarter (NE1/4) of Section 5, Township 6 North, Range 2 West of the Mount Diablo Base and Meridian, on Mt. Vaca in Solano County, California, said portion being particularly described as follows:

BEGINNING for reference at the north one-quarter corner of said Section 5, Township 6 North, Range 2 West of the Mount Diablo Base and Meridian, said corner being monumented with an iron bar with a steel cap stamped L.S. 1880 as shown on the Record of Survey Map filed in Book 27 of Surveys at Page 58 in the Office of the County Recorder of Napa County, California; thence South 27°59'12" East, 1083.89 feet to a steel pipe fence post at the westernmost corner of the U.S. Navy Communications site on Mt. Vaca, Solano County, California, being the same as the steel pipe fence post described as being at the most westerly corner of the U.S. Army Mt. Vaca Radio Relay installation (now a U.S. Navy Communications site) in the Quitclaim Deed to the State of California recorded April 22, 1968 in Book 1504 at Page 321, Official Records of Solano County; and being the **TRUE POINT OF COMMENCEMENT**; thence along the boundary lines of said U.S. Navy Communications site, said boundary lines being approximately delineated by existing chain link fences, the following courses and distances:

North 36°48'00" East, 150.00 feet; (described as North 37°56'50" East in said Quitclaim Deed)

South 53°12'00" East, 150.00 feet;

South 36°48'00" West, 150.00 feet; and

North 53°12'00" West, 150.00 feet to the **TRUE POINT OF COMMENCEMENT**.

Excepting therefrom, any portion thereof lying within Napa County.

The above described Parcel of Land contains an area of 22,500 square feet.

PARCEL 2 - FAA RCL Site

A portion of the northeast one-quarter (NE1/4) of Section 5, Township 6 North, Range 2 West of the Mount Diablo Base and Meridian, on Mt. Vaca in Solano County, California, said portion being particularly described as follows:

BEGINNING for reference at the north one-quarter corner of said Section 5, Township 6 North, Range 2 West of the Mount Diablo Base and Meridian, said corner being monumented with an iron bar with a steel cap stamped L.S. 1880 as shown on the Record of Survey Map filed in Book 27 of Surveys at Page 58 in the Office of the County Recorder of Napa County, California; thence South 27°59'12" East, 1083.89 feet to a steel pipe fence post at the westernmost corner of the U. S. Navy Communications site on Mt. Vaca, Solano County, California, being the same as the steel pipe fence post described as being at the most westerly corner of the U.S. Army Mt. Vaca Radio Relay installation (now a U.S. Navy Communications site) in the Quitclaim Deed to the State of California recorded April 22, 1968 in Book 1504 at Page 321, Official Records of Solano County; thence along the boundary lines of said U.S. Navy Communications site, said boundary lines being approximately delineated by existing chain link fences, South 53°12'00" East, 150.00 feet and North 36°48'00" East, 28.00 feet to the **TRUE POINT OF COMMENCEMENT**; thence leaving said boundary, South 53°12'00" East, 73.67 feet; thence

North 36°48'00" East, 45.00 feet; thence North 53°12'00" West, 30.00 feet; thence

South 36°48'00" West, 5.00 feet; thence North 53°12'00" West, 43.67 feet to the southeastern boundary line of said U. S. Navy Communications Site on Mt. Vaca, California; thence along last said line, South 36°48'00" West, 40.00 feet to the **TRUE POINT OF COMMENCEMENT**.

Excepting therefrom, any portion thereof lying within Napa County.

The above described parcel of land contains an area of 3,097 square feet.

PARCEL 3 - ROAD AND UTILITY EASEMENT Appurtenant to PARCELS 1 and 2

An easement and right-of-way for road and utility purposes and all uses pertaining thereto, over, under, upon and across that certain parcel of land located in the northeast one-quarter (NE1/4) of Section 5, Township 6 North, Range 2 West of the Mount Diablo Base and Meridian, on Mt. Vaca, Solano County, California, which is particularly described as follows:

BEGINNING for reference at the southernmost corner of the hereinabove described PARCEL 2 (FAA RCL Site); thence along the southeastern boundary line of said hereinabove described PARCEL 2, North 36°48'00" East, 11.70 feet to the **TRUE POINT OF COMMENCEMENT** of the road and utility easement parcel described herein;
thence South 30°59'54" East, 56.64 feet to the beginning of a tangent curve to the left having a radius of 70.00 feet; thence Easterly along said curve through a central angle of 75°43'09" for an arc distance of 92.51 feet to a point to be referred to hereinafter as "Point A"; thence North 73°16'58" East, 13 feet, more or less, to the western line of that certain fifty (50) feet wide easement and right-of-way for road purposes excepted and reserved in the Grant Deed from McClatchy Broadcasting Company to the United States of America recorded in Book 626 at Page 358, Official Records of Solano County, California, and in Book 387 at Page 293, Official Records of Napa County, California, being the second of two rights-of-way described in said instruments; thence Northwesterly along the western line of said easement and right-of-way to a line which lies parallel with, and twenty feet distant northwesterly from, the last recited course herein having a bearing of North 73°16'58" East; thence South 73°16'58" West along said parallel line, 11 feet, more or less, to a point which lies North 16°43'02" West, 20.00 feet from "Point A" hereinabove designated; thence Southwesterly and Northwesterly along a tangent curve to the right having a radius of 40.00 feet, through a central angle of 94°45'32" an arc distance of 66.15 feet; thence North 11°57'32" West, 59.34 feet; thence North 17°45'03" West, 110.00 feet to the easternmost corner of the hereinabove described PARCEL 1 (U.S. Navy Communications site parcel); thence South 36° 48'00" West, along the southeastern boundary line of said U.S. Navy parcel, 82.00 feet to the northernmost corner of PARCEL 2 (FAA RCL Site) described hereinabove; thence along the boundary lines of said PARCEL 2 as follows:
South 53°12'00" East, 43.67 feet;
North 36°48'00" East, 5.00 feet;
South 53°12'00" East, 30.00 feet; and
South 36°48'00" West, 33.30 feet to the **TRUE POINT OF COMMENCEMENT** of the road and utility easement described herein.

Excepting therefrom, any portion thereof lying within Napa County.

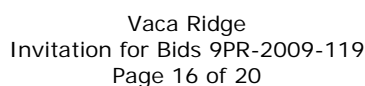
The bearings used in the above legal descriptions of PARCELS 1, 2 and 3 are based on certain monuments shown as "found" on the map entitled "MT. VACA REPEATER SITE, SOLANO COUNTY – DISTRICT I" by State of California Department of Natural Resources, Division of Forestry, Revised 12-13-68, and on file in the Offices of the California Department of Forestry and Fire Protection, Technical Services Section, Sacramento, and shown as found on the Plat dated April 14, 2008 by Chaudhary & Associates, Inc. accompanying this description.

PARCEL 4 - 50' Easement Appurtenant to PARCELS 1 and 2

A non-exclusive easement and right-of-way fifty (50) feet in width for road and utility purposes and all uses pertaining thereto, over, under, upon and across a certain fifty (50) feet wide right-of-way for road purposes reserved in the Grant Deed from McClatchy Broadcasting Company to the United States of America recorded in Book 626 at Page 358, Official Records of Solano County, California, and in Book 387 at Page 293, Official Records of Napa County, California, being the first of two rights-of way described in said instruments.

Excepting therefrom, any portion thereof lying within Napa County.

Excepting therefrom, any portion thereof lying within Napa County.



BIDDER REGISTRATION AND BID FORM FOR PURCHASE OF GOVERNMENT PROPERTY

VACA RIDGE Solano/Napa Counties California

SEND THIS FORM TO:

U.S. General Services Administration
Office of Real Property Disposal (9PR)
450 Golden Gate Avenue, 4th Floor East
San Francisco, CA 94102-3434
Attn: Charlene Larson

REGISTRATION DEPOSIT: \$25,000**PROPERTY CODE: 119**

The undersigned bidder hereby offers and agrees to purchase the Property as described in the accompanying Invitation for Bids IFB for the bid price entered below or subsequent bids placed online if this bid is accepted by the Government within ninety (90) calendar days after the date of receipt. This Bid Form is made subject to the terms of the IFB No. 9PR-2009-119 including its Property Description, General Terms of Sale, Important Instructions to Bidders, Notices and Covenants, Bidder Registration and Bid Form For Purchase of Government Property, and any associated amendments to the IFB, all of which are incorporated herein and by reference made a part of this initial bid and subsequent bids placed online at <http://www.auctionrp.com/>.

I HEREBY ACKNOWLEDGE RECEIPT OF AND HAVE REVIEWED THE AFOREMENTIONED DOCUMENTS. _____(INITIAL)

INITIAL BID AMOUNT: \$ _____
BID AMOUNT SPELLED OUT: _____

If this bid is accepted, the instrument of conveyance should name the following as Grantee(s)

Indicate above the manner in which title is to be taken (e.g., Sole and Separate Property, Joint Tenants, Tenants in Common, Community Property). Include name of spouse, if applicable.

BIDDER REPRESENTS THAT HE/SHE OPERATES AS (check which applies) see Page 10, Paragraph 19, Bid Executed On Behalf Of Bidder for instructions:

- ☐ An individual doing business as _____
- ☐ A partnership consisting of _____
- ☐ A limited liability partnership consisting of _____
- ☐ A corporation, incorporated in the State of _____
- ☐ A limited liability corporation, incorporated in the State of _____
- ☐ A trustee, acting for _____

PLEASE COMPLETE THE FOLLOWING:

Name: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ Fax: _____
E-mail: _____

Signature _____ Date _____

CERTIFICATE OF CORPORATE BIDDER

For use with Bidder Registration and Bid Form for Purchase of Government Property
see Page 10, Paragraph 19, Bid Executed On Behalf Of Bidder for instructions

VACA RIDGE Solano/Napa Counties California

I, _____, certify that I am _____
(Secretary or Other Title)

of the Corporation named as bidder herein; that _____
(Name of Authorized Representative)

who signed this Bid Form for Purchase of Government Property on behalf of the bidder was

then _____ of said Corporation
(Official Title)

that said bid was duly signed for and on behalf of said Corporation by authority of its
governing body and is within the scope of its corporate powers.

(Signature of Certifying Officer)

(Corporate Seal Here)

REGISTRATION DEPOSIT BY CREDIT CARD

**VACA RIDGE
Solano/Napa Counties
California
PROPERTY CODE 119**

SEND THIS FORM TO:

U.S. General Services Administration
Office of Real Property Disposal (9PR)
450 Golden Gate Avenue, 4th Floor East
San Francisco, CA 94102-3434
Attn: Charlene Larson

**THIS FORM MAY BE SUBMITTED BY FAX:
(415) 436-7402**

REGISTRATION DEPOSIT: \$25,000

By completing this form and signing in the space provided below, applicant agrees to abide by the terms and conditions set forth in the Invitation for Bid Package and any Addendum. The applicant must be the authorized cardholder. The applicant agrees that his or her credit card account will be debited the full amount of the registration deposit, as specified in the Important Instructions to Bidders, Pages 7 thru 10, Paragraph 5, Bidder Registration. In the event that applicant becomes the Purchaser, the registration deposit will be applied towards the purchase price for the Property. In the event the applicant is not the Purchaser, the registration deposit will be credited to the credit account listed below.

PLEASE PRINT OR TYPE LEGIBLY

First and Last Name: _____

Address: _____

City: _____ State _____ Zip _____

Check type of credit card to be charged: ☐ Visa ☐ MasterCard

Name as it appears on card: _____

Credit Card Number: _____ Exp. Date: _____

CSC Code _____

Phone: () _____ Fax: () _____

Signature: _____ Date: _____

NOTES
